

Pricing Information

Permanent rates for the ADSL Compatible Unbundled Loop are currently pending. Interim rates will be used until final rates are commission approved. Interim rates to be billed follow the product descriptions provided here.

A non-recurring charge per ADSL loop will be billed as well as a non-recurring charge for the service order, service connection - other charges (Verizon North), installation dispatches (if applicable), and manual intervention surcharges and expedite charges (if applicable). A recurring charge will apply monthly to the ADSL loop. Billing structures and CSR information will mirror other unbundled loops currently in place today. A collocation cross-connect charge will apply.

Loop qualification non-recurring charges will apply as well as flat rated non-recurring conditioning charges (if requested and if applicable). Charges are also under development for Spectrum Management inventories that will be developed and maintained as advanced services are deployed.

Pricing and applicable USOCs may vary by state jurisdiction and pursuant to individual carrier interconnection agreements.

USOCs

There are unique USOCs for ADSL Compatible Loops, and in Verizon North, there are unique classes of service codes. ADSL specific NC-NCI codes must also be used when ordering this UNE.

The following table identifies the USOCs pertaining to 2-wire ADSL Compatible Loops.

USOC	Description	Jurisdiction
UY2XX	ADSL 2-Wire Compatible	Verizon-North

	Unbundled Loop	
UY2X+	ADSL 2-Wire Compatible Unbundled Loop - 12,000 FT	Verizon-South
UJ2X+	ADSL 2-Wire Compatible Unbundled Loop - 18,000 FT	Verizon-South

- The unique Class of Service for ADSL used in Verizon-North is XQLV9.
- The NC Codes are as follows:
 - LXC: 12,000 FT ADSL
 - LXR: 18,000 FT ADSL

Interval

For loops that have been pre-qualified through the mechanized database, the following guidelines apply: the standard interval for service in Verizon-North where facilities exist and no dispatch is required is 6 business days for 1-5 loops and 12 business days for 6-9 loops. For orders of ten or greater loops or when a dispatch is required, the interval is negotiated between the CLEC and the Verizon National Market Center. The interval to provision these loops in Verizon South is 6 business days for 1-10 loops and 10 business days for 11-20 loops. The interval is negotiated for more than 21 loops.

The above intervals do not apply to loops that have to be manually qualified.

2.3.5.2 HDSL Compatible Unbundled Loops 2-Wire

Product

HDSL Compatible Unbundled Loop 2-Wire

Product Family

Loop Unbundling

Product Description

A Hi-Bit Rate Digital Subscriber Line (HDSL) Unbundled Loop 2-Wire is a loop facility extending from the Central Office Distribution Frame (MDF) to the End User Customer Premises Network Interface Device that is compatible with HDSL technology. At this time, HDSL Compatible 2-Wire Loops are provisioned only over 2-wire copper facilities that meet certain design criteria. The facilities must be within the maximum loop length established and meet other HDSL requirements.

This unbundled network element is provisioned from the end user's address to either a physical collocation node in the central office or to a virtual collocation arrangement in the serving central office. HDSL Compatible loops are not supported on Enhanced Extended Loop (EEL) backbone facilities.

Technical Description

The Unbundled HDSL loop provides an effective 2-wire channel (single loop operation) that provides transport for bi-directional full duplex 784 Kbps digital signals that support a 768 Kbps payload plus framing (8 Kbps) and overhead (8 Kbps). The data rate achieved depends upon the performance of the CLEC-provided modems with the electrical characteristics (length, bridged tap, noise, etc.) associated with the loop.

HDSL Loop Limitations

- The cable shall be non-loaded.
- The total of all bridged tap length shall not exceed 2.5 kft.
- The total length of a cable consisting entirely of 26 gauge plus the total bridged tap length shall not exceed 9 kft.
- The total length of a cable consisting entirely of 19, 22, or 24 gauge cable or a mixed gauge cable plus the total bridged tap length shall not exceed 12 kft.
- HDSL is not included in UNE P/EEL offerings.

- HDSL Compatible Loops cannot currently be provisioned over facilities where DLC/Remote Terminals are connected to customer premises.

The CLEC interface at the Central Office Distributing Frame (COTF) termination for the loop is 2-wire and the interface at the end user point of termination (EU-POT) is also 2-wire. If a single circuit network interface device (NID) is provided at the end user point of termination, and RJ11C connector will be used.

Pricing Information

Permanent rates for the HDSL Compatible Unbundled Loop are currently pending. As a result, interim rates will be used until final rates are commission approved.

A non-recurring charge per HDSL loop will be billed as well as a non-recurring charge for the service order, service connection - other charges (Verizon-North), installation dispatches (if applicable), and manual intervention surcharges and expedite charges (if applicable). A recurring charge will apply monthly to the HDSL loop. Billing structures and CSR information will mirror other unbundled loops currently in place today. A collocation cross connect charge will apply.

Loop qualification non-recurring charges will apply as well as a flat rated non-recurring conditioning charge (if requested and if applicable).

Charges are also under development for Spectrum Management inventories that will be developed and maintained as advanced services are deployed.

Pricing and applicable USOCs may vary by state jurisdiction and pursuant to individual carrier interconnection agreements.

USOCs

There are unique USOCs for HDSL Compatible Loops, and in Verizon North, there are unique classes of service codes. HDSL specific Network Channel and Network Channel Interface (NC-NCI) codes must also be used when ordering this unbundled element.

The following table identifies the USOCs pertaining to 2-wire HDSL Compatible Loops.

USOC	Description	Jurisdiction
UH2XX	HDSL 2-Wire Compatible Unbundled Loop	Verizon-North
UH4A+	HDSL 2-Wire Compatible Unbundled Loop	Verizon-South

- The unique Class of Service for 2-Wire HDSL in Verizon-North is XQLW9.
- At Collocation Arrangement: 02QB5/OOH. At End User: 02DU5/OOH

Interval

For loops that have been pre-qualified through the mechanized database, the following guidelines apply: the standard interval for service is 6 business days in Verizon-North where facilities exist, and no dispatch is required for orders of less than 10 loops. For orders of ten or greater loops or when a dispatch is required, the interval is negotiated between the CLEC and the Verizon National Market Center.

The interval to provision these loops in Verizon-South is 10 business days for 1-10 loops. The interval is negotiated for more than 11 loops.

The above intervals do not apply if the loops have to be manually qualified.

2.3.5.3 HDSL Compatible Unbundled Loops 4-Wire

Product

HDSL Compatible Unbundled Loop - 4-Wire

Product Family

Loop Unbundling

Product Description

The Hi-Bit Rate Digital Subscriber Line (HDSL) Unbundled Loop 4-Wire is a loop facility extending from the Central Office Distribution Frame (MDF) to the End User Customer Premises Network Interface Device that is compatible with HDSL technology. At this time, HDSL Compatible 4 Wire Loops are provided using only 4-wire (2 pairs) copper facilities that meet certain design criteria. For example, qualified loops must be within the maximum loop length established and meet other HDSL requirements. This unbundled network element is provisioned from the end user's address to either a physical collocation node in the central office or to a virtual collocation arrangement in the serving central office. HDSL Compatible Loops are not supported on Enhanced Extended Loop (EEL) backbone facilities.

Technical Information

The unbundled 4-Wire HDSL Compatible Loop provides the CLEC with an effective 4-wire channel suitable for the transport of 1.568 Mbps digital signals simultaneously in both directions. The loops are suitable for the transport of 2B1Q signals.

The unbundled 4-Wire HDSL Compatible Loop provides transport for two bi-directional full duplex 784 Kbps digital signals each of which supports a 768 Kbps payload plus framing (8 Kbps) and overhead (8 Kbps). This is sometimes referred to as dual duplex or two full pair full duplex operation. The data rate achieved on a particular 4-wire loop depends upon the performance of the CLEC-provided modems and the electrical characteristics (length, bridged tap, noise, etc.) associated with the loop.

The CLEC central office distribution frame (CODF) and end user point of termination (EU-POT) interfaces for the HDSL loop are 4-Wire. If a single circuit network interface device is provided at the EU-POT, an RJ48S or RJ48X connector will be used.

HDSL Loop Limitations

- The cable shall be non-loaded.
- The total of all bridged tap length shall not exceed 2.5 kft.
- The total length of a cable consisting entirely of 26 gauge plus the total bridged tap length shall not exceed 9 kft.
- The total length of a cable consisting entirely of 19, 22, or 24 gauge cable or a mixed gauge cable plus the total bridged tap length shall not exceed 12 kft.
- HDSL is not included in UNE P/EEL offerings.
- HDSL Compatible Loops cannot currently be provisioned over loop facilities where DLC/Remote Terminals are connected to customer premises.

Pricing Information

Permanent rates for the HDSL Compatible Unbundled Loop are currently pending. Interim rates will be used until final rates are commission approved. Interim rates to be billed follow the product descriptions provided here.

A non-recurring charge per HDSL loop will be billed as well as a non-recurring charge for the service order, service connection - other charges (Verizon-North), installation dispatches (if applicable), and manual intervention surcharges and expedite charges (if applicable). A recurring charge will apply monthly to the HDSL loop. Billing structures and CSR information will mirror other unbundled loops currently in place today. A collocation cross-connect charge will apply.

Loop qualification non-recurring charges will apply as well as a flat

rated non-recurring conditioning charges (if requested and if applicable).

Charges are also under development for Spectrum Management inventories that will be developed and maintained as advanced services are deployed.

Pricing and applicable USOCs may vary by state jurisdiction and pursuant to individual carrier interconnection agreements.

USOCs

There are unique USOCs for HDSL Compatible Loops, and in Verizon North, there are unique classes of service codes. HDSL specific NC-NCI codes must also be used when ordering this unbundled element.

The following table identifies the USOCs codes pertaining to 4-wire HDSL Compatible Loops.

USOC	Description	Jurisdiction
UH4XX	HDSL 4-Wire Compatible Unbundled Loop	Verizon-North
UH4X+	HDSL 4-Wire Compatible Unbundled Loop	Verizon-South

- The unique Class of Service for 4-Wire HDSL used in Verizon North is XQLV9.

These loops cannot be "hot cut;" however, if loops qualify and if technically feasible, these loops may be able to be converted with coordination activity. The coordinated activity associated with these loops differs based upon the "scenario" (i.e., a new ADSL compatible loop needs to go through qualification process versus moving loop already being used for advanced services that has already gone through

qualification process, and is simply changing status of who is providing loop).

Interval

For loops that have been pre-qualified through the mechanized database, the following guidelines apply: the standard interval for service is 6 business days in Verizon-North where facilities exist and no dispatch is required for orders of less than 10 loops. For orders of ten or greater loops or when a dispatch is required, the interval is negotiated between the CLEC and the Verizon National Market Center.

The interval to provision these loops in Verizon-South is 10 business days for 1-10 loops. The interval is negotiated for more than 11 loops.

For loops that have to be manually qualified, the intervals noted above do not apply.

Conditioning

If conditioning or any modification to the product is required by the CLEC and is outside of the existing product description, then a "Digital Design Loop" process will be followed to accommodate the request. The Digital Design Loop process will include specific rate elements that apply to the work being performed and the intervals are unique to the work being requested.

NOTE: The "Digital Design Loop " process is currently being rolled out. CLEC processes and procedures will be added to the Wholesale Markets Web site as soon as possible.

This option is not always feasible based on network designs, why the condition currently exists, and whether other services will be impacted or not if a change is made (i.e., the presence of bridge taps and/or the removal of them may impact other customers).

Conditioning will be billed at one or more flat rated charges. Prices will vary based upon the specific work to be done. Rates are currently under development.

Procedures for conditioning are currently under development. As soon as this information is available, the handbook will be updated accordingly to accommodate the actual steps required. In the interim, if conditioning is required on a loop that does not qualify, please contact your Account Manager.

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ITEM: AT&T 2-3 With respect to its operations within the state of Virginia, what is Verizon's practice with regard to designation of the demarcation point when the demarcation point is not at the minimum point of entry for a MTE property? To the extent its practices differ for new construction compared to existing structure, make such distinctions clear in any response provided. Please provide all documents that memorialize Verizon's practices with respect to the designation of the point of demarcation in MTEs including, but not limited to employee or contractor training material, policy statements, or any documentation whether written or in other form and whether intended for internal or external purposes.

(a) If this process is different in other areas of the Verizon footprint, excluding Virginia, please describe the processes in place in the other Verizon footprint areas.

REPLY: Subject to its previously filed Objections and without waiver of same, Verizon Virginia responds follows:

In all buildings built since May 1, 1986, the demarcation point is the MPOE. In buildings built prior to that date, Verizon Virginia will, upon request of the building owner and reimbursement for all associated costs, move the demarcation point to the MPOE.

a) See previously filed Objections.

VZ VA #57

CHRISTIAN & BARTON, L.L.P.

ATTORNEYS AT LAW

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June 9, 1999

BY HANDJoel H. Peck, Clerk
State Corporation Commission
Tyler Building
1300 East Main Street
Richmond, VA 23219**RE: Petition of Cox Virginia Telcom, Inc., Breeden Company, and PRG Real Estate v. Bell-Atlantic-Virginia Inc. for relocation of Network Interface Device to Minimum Point of Entry pursuant to Rules Governing the provision of network interface devices and applicable tariffs.**

Dear Mr. Peck:

Enclosed for filing in the above matter is an original and 15 copies of the "Petition" of Cox Virginia Telcom, Inc., Breeden Company, and PRG Real Estate v. Bell Atlantic-Virginia, Inc.

Please have the additional copy of the enclosed petition time stamped and return it with the messenger. Please contact me if you have any questions.

Thank you for your assistance in this matter.

Yours truly,



Robert M. Gillespie

RMG/kt
Enclosurecc: Polly B. Dowdy, SCC Office of the Commissioners
William Irby, Director, SCC Division of Communications
Alan R. Wickham, Deputy Director, SCC Division of Communications
Jill N. Butler, Director, Regulatory Affairs, Cox Communications
Parties on Service List
#482947

896

**BEFORE THE
STATE CORPORATION COMMISSION
OF VIRGINIA**

PETITION

of

**COX VIRGINIA TELCOM, INC.,
BREEDEN COMPANY, AND PRG REAL ESTATE**

v.

BELL ATLANTIC - VIRGINIA, INC.

**For relocation of Network Interface Device to Minimum
Point of Entry pursuant to Rules Governing the provision
of network interface devices and applicable tariffs.**

CASE NO. PUC__

PETITION

Complainants Breeden Company and PGR Real Estate ("Property Owners/Managers"), by and through their agent Cox Virginia Telcom Inc. ("Cox") (collectively, "Complainants"), and Cox's counsel, complain against the Defendant Bell Atlantic-Virginia, Inc. ("Bell Atlantic"), and allege as follows:

INTRODUCTION

1. Bell Atlantic has violated state law and policy, as well as its tariff obligations, in failing to comply with the Property Owners/Managers' requests to reconfigure Bell Atlantic's existing network wiring at certain multiple dwelling units ("MDU") properties and to install a cross-connect facility that would allow competitive access to each of the MDU's owned and operated by the Property Owners/Managers. These properties are all currently served exclusively by Bell Atlantic. This cross-connect facility is necessary to allow Cox and other Competitive

Local Exchange Carriers ("CLECs") to provide local exchange telephone service to the residents of the property, without unnecessary construction costs which constitute barriers to entry. Bell Atlantic's failure to agree to reengineer its existing plant at these sites is causing irreparable injury to Cox, the Property Owners/Managers and its tenants.

FACTS

2. Cox currently provides facilities-based local telephone services to its subscribers in the Hampton Roads area of Virginia. Cox is one of the first fully facilities-based carriers offering competitive local telecommunications services in Virginia. In addition, unlike many other new CLECs who have chosen to focus primarily on the business market, Cox's focus is on building a customer base among both residential and business users.

3. This Petition pertains to seven separate properties (the "MDU Properties"):

Breeden Company:

Stonebridge Apartments, 4152 Prindle Ct., Chesapeake

Chapel Lakes Apartments, 500 Chapel Lake Dr. Virginia Beach

Hunter's Mill Apartments, 397 Brixton Lane, Virginia Beach

PRG Real Estate:

Chanticleer Apartments, 1421 Automme Cir., Virginia Beach

Watergate/Treehouse, 1201 Waterfront Dr., Virginia Beach

Country Club Apartments, 201 Tam-O-Shanter Blvd, Williamsburg

Emerald Point West, 2100 Westminster Lane, Virginia Beach

4. Cox has executed letters of agency (the "LOA's") and separate services contracts with the Property Owners/Managers. The LOA's authorize Cox to act as a facilities manager and to work with the Property Owners/Managers' vendors for the purpose of reengineering and reconfiguring the telecommunications network infrastructure on the Property Owners/Managers' property for the purpose of making it accessible to CLECs. They also permit Cox to act as the agent of the Property Owners/Managers for all purposes and acts relating to design, installation, service and billing regarding Bell Atlantic's telephone facilities and services for the properties. Copies of the LOA's are attached collectively as Exhibit 1.

5. On December 9, 1998 representatives from Cox met with representatives from Bell Atlantic to discuss the placement of cross connect boxes at MDU Properties. At no time did Bell Atlantic express concern about any technical aspects of the joint use of wiring. There were discussions about how the companies could ensure that no customer was accidentally disconnected, how inside wire maintenance would be handled, and the basis for Bell Atlantic's charges for rearrangement. In single building installations, the Bell Atlantic representatives indicated they had no problem with such rearrangements. However, they also said that in garden style apartments where Bell Atlantic has an easement, Bell Atlantic would fight giving up that wiring. (This was subsequently amended in later conversations with a Bell Atlantic representative who indicated that Bell Atlantic was not interested in selling any Intrabuilding Network Cable ("INC") plant, whether or not Bell Atlantic had an easement.)

6. After visiting and reviewing the network infrastructure located on the MDU Properties, Cox concluded that the most efficient and cost effective manner in which to make them accessible to Cox and other CLECs without trenching or engaging in other intrusive

activity, was to designate a location at the MDU Properties for a demarcation point that was close to the perimeter of the property, at the minimum point of entry ("MPOE"), at a point satisfactory to both Bell Atlantic and Cox. In this way, Bell Atlantic could continue to serve end users on the property, and Cox or other CLECs could connect to the Property Owners/Managers' wire and cross-connect to Bell Atlantic's existing or reengineered demarcation point so that they could serve those same end users. Such a network configuration would allow all internal telephone facilities on the MDU Properties to be served by Bell Atlantic, Cox, or any other CLEC who might be authorized to connect to the Property Owners/Managers' wire and cross-connect to Bell Atlantic's demarcation point in the future.

7. Consequently, Cox sent a letter to Bell Atlantic for each property, indicating that the Property Owner/Manager intended that a single demarcation point be designated at the MPOE for Bell Atlantic, Cox and all other carriers who wished to access the Property Owner/Manager's property. Cox also requested information from Bell Atlantic concerning the age, price, location and design of the plant, together with a timeline and price for moving the location of the Bell Atlantic demarcation point and its inter and Intrabuilding Network Cable ("INC") at each property. Cox indicated that once it received and reviewed such information, it intended to request that Bell Atlantic provide a single demarcation point at the MPOE, using a RELTEC Joint Cross-Connect Box, which would be owned by the property owner, and used by both Cox and Bell Atlantic. Cox proposed that the property owner would own the RELTEC Joint Cross-Connect Box because Bell-Atlantic had indicated at the December 9, 1998 meeting that it would not interconnect to anything but the property owner's equipment. Copies of Cox's letters to Bell Atlantic are contained in Exhibit 1, previously attached.

8. The cross-connect facility requested by Cox on the Property Owners/Managers' behalf would be suitable for the termination of paired-wire cable from Cox to the paired wire currently serving the property and connecting to Bell Atlantic's MPOE. (The completed cross-connect facility would allow the connection either of Cox's, Bell Atlantic's or another CLEC's local loop transmission facility to any of the wire pairs serving customers on the property.)

9. Bell Atlantic responded, providing part of the information but refusing to provide any information regarding the design, age, and condition of Bell Atlantic plant, and stating that it was not interested in selling any INC to the property owners.

10. The Commission's rules on the rate demarcation point (20VAC5-400-20) were drafted prior to the state and federal statutes authorizing local competition. However, they indicate that the customer seeking new installation of telephone service as of May, 1984, has a choice in the placement of the demarcation point. They require that for multi-story or multi-occupancy buildings, campuses, malls, etc. all wiring be connected through the network interface device ("NID"):

The NID shall be located at a point between the CPW [Customer Premises Wiring] and the telephone company network. This location may be the telephone equipment room, wiring closet, inside or outside the customer premises, or other designated location that is accessible to the customer. If a customer requests that the NID be placed in a location which is other than that selected by the Company and which conforms to the criteria set out in this rule, the customer must pay any additional expense associated with so placing the NID.

Rule B7, 20 VAC 5-400-20 (emphasis added).

Bell Atlantic's own tariff, S.C.C.-VA No. 201, section.1, First Revised Page 10, conforms to the Rule. See, C.14 Network Interface. See also, section 2 Original Page 5, B. Regulations-Network

Interface Device (NID) and Rate Demarcation Point (RDP) and S.C.C.-VA No. 203, section 2, Original Page 8, Rearrangement or Relocation of Existing Construction.

11. Now, with the development of local competition, the refusal by Bell Atlantic to move the demarcation point for the properties in question (and future properties) presents a barrier to CLECs to serve such properties and denies the tenants of such properties the benefits of having alternative providers. These actions by Bell Atlantic have impaired Cox from offering competitive local exchange services at the Property Owners/Managers' properties using Cox facilities, even though Cox is ready, willing and able to do so. Bell Atlantic has acted in an effort to maintain its monopoly at MDUs and prevent tenants from obtaining access to competitive telecommunications services from Cox or other CLECs. The Virginia General Assembly and this Commission have determined that a choice between competing telephone service providers is in the best interest of telephone customers. Cox is the only facilities-based carrier other than Bell Atlantic who is currently prepared to serve the property owned by the Property Owners/Managers. Unless Bell Atlantic is required to act in accordance with the law and to construct the single demarcation point that the Property Owners/Managers have requested, the customers on these properties will not be afforded the option of choosing a facilities-based local exchange carrier other than Bell Atlantic.

12. Bell Atlantic has violated its duty under § 251(c)(3) of the Telecommunications Act of 1996 to provide non-discriminatory access to a network element- the NID "... at [a] technically feasible point on rates, terms and conditions that are just, reasonable, and non-discriminatory. . . ." Cox cannot cover the last 100 yards between its network and the existing NID at each living unit unless it retrenches and installs duplicate distribution cables. Because

that is unacceptable to the Property Owners/Managers, Cox would have to acquire access to one unbundled element (the NID) by purchasing yet another unbundled element (a loop). This extra purchase is unreasonable. It is also discriminatory in that other property owners have been able to specify relocation of multiple NIDs to a central MPOE. For instance, a property owner that installs a Private Branch Exchange ("PBX") in lieu of multiple Bell Atlantic loops can purchase or use Bell Atlantic's campus wiring while specifying that the NID be located on the network side of the PBX. Bell Atlantic should treat property owners the same whether they are using competitive providers of local exchange service or competitive providers of terminal equipment.

13. Bell Atlantic's refusal to provide non-discriminatory access to network elements also runs afoul of §271(c)(2)(B)(ii) and (iii) of the Telecommunications Act of 1996, 47 U.S.C. § 271. If Bell Atlantic is to seek interLATA authority in Virginia, it must satisfy all 14 of the checklist items of § 271(c)(2)(B). Item (ii) requires non-discriminatory access to network elements and item (iii) requires such access to poles, ducts, conduits, and rights-of-way. It would behoove Bell Atlantic to demonstrate compliance with § 271(c)(1) (A) by providing such access to a facilities-based competitor who provides exchange service to residential and business subscribers.

14. The rules of the Federal Communications Commission prescribe the same result. 47 C.F.R. § 68.3 defines the demarcation point between subscriber equipment and wiring and the telephone company's communications facilities the same as 20VAC5-400-20 defines the NID. Subpart (b)(2) under § 68.3's definition addresses multiunit premises in which wiring is installed after August 13, 1990. It permits the telephone company to place the NID at the MPOE. If the telephone company does not place the NID at the MPOE, the premises owner shall determine the

location of the NID or NIDs. For multiunit premises existing as of August 13, 1990, the NID location "... shall be determined in accordance with the local carrier's reasonable and non-discriminatory standard operating practices." 47 C.F.R. § 68.3(b)(1). Bell Atlantic's standard operating practices must conform to this as well as the SCC's rule, 20VAC5-400-20, B7.

15. As a result of Bell Atlantic's refusal to reconfigure the cabling located on the Property Owners/Managers's premises and to reengineer the MPOE as requested by the Property Owners/Managers, Bell Atlantic has violated state law and policy and should be enjoined.

REQUESTED RELIEF

WHEREFORE, the Property Owners/Managers and Cox pray that the Commission award them relief as follows:

1. An order directing Bell Atlantic to comply with Rule B7, 20VAC5-400-20, by relocating each living unit's NID to the MPOE specified by the Property Owners/Managers, charging no more than reasonable time and materials for the relocation, and conveying to the Property Owners/Managers all of the Intrabuilding Network Cabling for a price no greater than its fully depreciated, net book value;
2. An order permanently enjoining Bell Atlantic from refusing, failing to furnish and install, or impeding the reengineering and reconfiguration of the Property Owners/Managers telecommunications facilities as requested by the Property Owners/Managers through its agent;
3. An order directing Bell Atlantic to furnish and install, on an expedited basis, a NID at the MPOE that will facilitate cross-connection by Cox and any other CLEC authorized in the future to cross-connect on the premises owned by the Property Owners/Managers and as directed by the Property Owners/Managers or its agent;

4. A determination of the reasonable rates and charges to be applied for the services and facilities to be provided by Bell Atlantic; and

5. Such other and further relief as the Commission deems just and proper.

Dated: June 9, 1999

Respectfully submitted,

COX VIRGINIA TELCOM, INC.

By Counsel

Carrington Phillip
Cox Communications, Inc.
1400 Lake Hearn Drive, N.E.
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(404) 843-5000

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Richmond, VA 23219-3095
(804) 697-4100


Robert M. Gillespie

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of June, 1999, a copy of this Petition was served by first-class mail, postage pre-paid, upon:

Warner F. Brundage, Jr.
Vice President, General Counsel, and Secretary
Bell Atlantic - Virginia
600 East Main Street, 11th Floor
Richmond, VA 23219

Director - Interconnection Services
Bell Atlantic Network Services, Inc.
1320 N. Courthouse Road, 9th Floor
Arlington, VA 22201


Robert M. Gillespie

479781.5

Cox Virginia Telcom, Inc.
4585 Village Avenue
Norfolk, Virginia 23502
(757) 368-8500
(757) 368-4500 fax



January 22, 1998

Bell Atlantic - Virginia, Inc.
5701 Cleveland Street, Fifth Floor
Virginia Beach, VA 23462

Attention: Kenneth Collins
Assistant Manager Facility Design

Dear Mr. Collins:

Attached is a letter of agency (LOA) authorizing Cox Virginia Telcom, Inc. "Cox" to act on behalf of the owner/manager of the property identified. The owner/manager intends that a single Minimum Point of Entry ("MPOE") be established as the demarcation point for each of the identified properties. Prior to establishing a single demarcation point, however, Cox, on behalf of the owner/manager requests that Bell Atlantic supply Cox with the following information on each property:

1. a copy of the current copper plant design
2. a description and copy of any Bell Atlantic easements on the identified properties
3. information on the age of existing copper plant
4. a description of the condition of existing copper plant
5. the price to provide a single MPOE to the property
6. the selling price of copper plant to the owner
7. a timeline to complete moving the MPOE.

Once the information has been received and reviewed, Cox intends to request, on behalf of the owner/manager, that Bell Atlantic provide a single demarcation point at the MPOE to the property. This demarcation point will be at the RELTEC Joint Cross-Connect Box, which is owned by the property owner and which will be used by both Bell Atlantic and Cox to provide service to all telephone facilities on the property.

Per the LOA, Cox will act as the agent of the Owner in connection with the local telephone facilities for the property, to inspect all telecommunications equipment, equipment cabinets, conduit, lines, wires, cables, pipes, sleeves, patch panels and related equipment used or usable for delivery of telephone and data service to the property, to designate the location of the MPOE and to coordinate with Bell Atlantic in re-engineering the MPOE servicing the property.

We request that this information be sent to Cox as soon as possible. Please feel free to call me at (757) 369-4468 should you have any questions.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Beth Grant". The signature is written in a cursive style with a large, stylized "B" and "G".

Beth Grant, STS/MDU Project Manager
Cox Fibernet Hampton Roads
4585 Village Avenue
Norfolk, VA 23502
Fax: (757) 369-4500
Telephone: (757) 369-4468



December 8, 1998

Bell Atlantic

Attention:

Ladies and Gentlemen:

The undersigned informs you that it hereby grants this Letter of Agency ("LOA") to CoxCom, Inc., a Delaware corporation d/b/a Cox Communications Hampton Roads ("Agent") on the following terms and conditions:

Identity of Principal and Property Address. This LOA pertains to the real property and improvements located at 4152 Prindle Court, Chesapeake, Virginia 23321, (the "Property"). The undersigned is the owner of the Property ("Owner") and will subscribe to your local telephone service of the Property.

Designation of Agent. Owner authorizes Agent to act as the agent of Owner for all purposes and acts relating to design, installation, service and billing regarding your local telephone facilities and services for the Property. You are informed that Agent has accepted this agency and that until further written notice from Owner or Agent all inquiries should be directed to Agent at:

Cox Communications Hampton Roads
225 Clearfield Avenue
Virginia Beach, VA 23462
Attention: Vice President & General Manager
Fax: (757) 461-1501
Telephone: (757) 224-4269